Bylaws HARBOR COVE CONDOMINIUM ASSOCIATION

Order: FNJXF65FL

Address: 4891 Oak Hill Dr Order Date: 02-27-2024 Document not for resale

CORPORATE BY-LAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BY-LAWS

The BY-LAWS of HARBOR COVE CONDOMINIUM (hereinafter known as the CONDOMINIUM BY-LAWS) as attached to the MASTER DEED and recorded in Liber _____, pages _____, through _____, inclusive, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the BY-LAWS of this corporation.

ARTICLE II

OF THE PROPERTY OF THE

MEETINGS

Section 1: Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Voting shall be as provided in the CONDOMINIUM BY-LAWS. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the BY-LAWS of the Corporation, the CONDOMINIUM MASTER DEED or the laws of the State of Michigan.

Section 2. The first annual meeting of members of the corporation shall be held in accordance with ARTICLE I, Section 7 of the CONDOMINIUM BY-LAWS. The date, time and place of the First Annual Meeting shall be set by the Board of Directors, and at least FIFTEEN (15) days written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of members of the ASSOCIATION shall be held on the 15th of March each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-Owners, a Board of Directors in accordance with the requirements of ARTICLE III of these BY-LAWS. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the co-owners as directed by Resolution of the Board of Directors or upon a petition signed by ONE-THIRD (1/3) of the Co-Owners presented to the Secretary of the ASSOCIATION. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Order: FNJXF65FL Address: 4891 Oak Hill Dr Order Date: 02-27-2024 Document not for resale HomeWiseDocs Section 4. It shall be the duty of the Secretary (or other ASSOCIATION officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner of record, at least TEN (10) days but not more than THIRTY (30) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the ASSOCIATION by ARTICLE I, Section 2(e) of the CONDOMINIUM BY-LAWS shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, shall be deemed due notice.

Section 5. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than TWENTY-FOUR (24) hours from the time the original meeting was called.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be governed by a Board of Directors, all of whom must be members of the corporation or officers, partners, trustees, employees or agents of members of the corporation, except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of THREE (3) persons, and such first Board of Directors shall manage the affairs of the corporation until a successor Board of Directors is elected at the first meeting of members of the corporation convened at the time required by ARTICLE II, Section 2 of these BY-LAWS. At the first meeting of members of the corporation, FIVE (5) Directors shall be elected for an annual term one (1) year. At each annual meeting of the corporation held thereafter, FIVE (5) Directors shall be elected. The term of office (except for the original Board of Directors) of each director shall be ONE (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have the powers and duties set forth in the CONDOMINIUM BY-LAWS.

Section 4. Vacancies in the Board of Directors (including the first Board of Directors named in the Articles of Incorporation) caused by any reason other than the removal of a director by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a

Page 2 Order: FNJXF65FL Address: 4891 Oak Hill Dr Order Date: 02-27-2024 Document not for resale director until a successor is elected at the next Annual Meeting of the Association. Prior to the first Annual Meeting of members, the Developer may remove and replace any or all of the Directors from time to time at its sole discretion.

Section 5. At any regular or special meeting of the ASSOCIATION duly called, any one or more of the Directors may be removed with or without cause by a majority of the co-owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-owners, shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of a newly elected Board of Directors shall be held within TEN (10) days of election at such place shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such time and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least TEN (10) days prior to the date named for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the President on THREE (3) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have

Page 3 Order: FNJXF65FL Address: 4891 Oak Hill Dr Order Date: 02-27-2024 Document not for resale HomeWiseDocs been transacted at the meeting as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 11. The Board of Directors shall require that all officers and employees of the ASSOCIATION handling or responsible for ASSOCIATION funds shall furnish adequate fidelity bonds. The premiums for such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. The principal officers of the ASSOCIATION shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two officers except that of President and Vice President, may be held by one person.

Section 2. The officers of the ASSOCIATION shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall held office at the pleasure of the Board.

Section 3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. The President shall be the chief executive officer of the ASSOCIATION. He shall preside at all meetings of the ASSOCIATION and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the ASSOCIATION from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

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Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the ASSOCIATION; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have the responsibility for the ASSOCIATION funds and securities and shall be responsible for keeping full an accurate accounts of all receipts and disbursements in books belonging to the ASSOCIATION. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the ASSOCIATION, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "Corporate Seal" and "Michigan".

ARTICLE VI

FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the CONDOMINIUM BY-LAWS.

Section 2. The fiscal year of the corporation shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Board of Directors for accounting reasons or other good cause.

Section 3. The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

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ARTICLE VII

AMENDMENTS

Section 1. Amendments to these BY-LAWS may be proposed by the Board of Directors of the ASSOCIATION acting upon the vote of the majority of the Directors or by ONE-THIRD(1/3) or more in number of the members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the ASSOCIATION BY-LAWS.

Section 3. These BY-LAWS may be amended by the ASSOCIATION at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than SIXTY (60%) percent of all co-owners.

Section 4. Prior to the first Annual Meeting of members, these BY-LAWS may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person to make such amendments, and shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the ASSOCIATION.

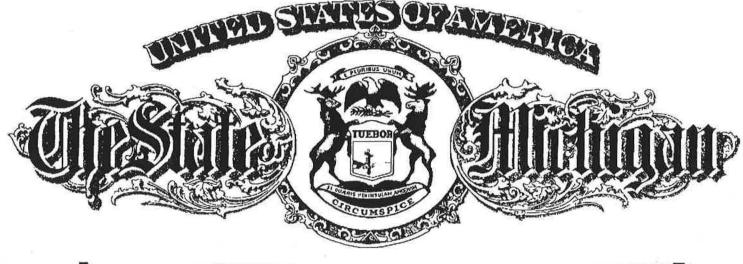
Section 5. A copy of each amendment to the BY-LAWS shall be furnished to every member of the ASSOCIATION after adoption; provided, however, that any amendment to these BY-LAWS that is adopted in accordance with this ARTICLE shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE VIII

COMPLIANCE

Section 1. These BY-LAWS are set forth to comply with the requirements of Act No. 327 of the Public Acts of Michigan of 1931, as amended, Act No. 59 of the Public Acts of Michigan of 1978, as amended, and with the duly recorded MASTER DEED of the CONDOMINIUM and EXHIBITS "A" and "B" attached thereto. In case any of these BY-LAWS conflict with the provisions of said statute or with the provisions of said MASTER DEED or the EXHIBITS thereto, the provisions of the statute and said MASTER DEED shall be controlling.

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Lansing, Michigan

This is to Certify That

HARBOR COVE CONDOMINIUM ASSOCIATION

was validly incorporated on October 21, 1993, as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1982 PA 162, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 16th day of July, 2009.

Order: FNS

, Director

Order Dat Bureau of Commercial Services

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Pursuant to the	(Please re	se by Domestic Nead information and 162, Public Acts of	d instructions on la	ast page)	n executes ti	he follow	ing
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e name of the corpo	oration is: Harb	oor Cove Condom	inium Associat	cion			
CLE II							
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CLE III							
e corporation is org	anized upon a	non-stock				_basis.	
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2.	a. If organized on a nonstock in "none") None	basis, the description and value of its real property assets are: (i	f none, insert
	b. The description and value of	of its personal property assets are: (if none, insert "none")	
		anced under the following general plan: Monthly condominium owners comprising the association.	m fees to
	d. The corporation is organized	d on a <u>Membership</u> (membership or directorship)	basis.
RT	TICLE IV		
1.	The address of the registered of	office is:	
	5010 Harbor Oak Drive.	, WICHIGAII—	48329 ZIP Code)
2.	The mailing address of the regi	Istered office If different than above:	
	/5 () Roy)	, Michigan	7ID Codel
3.	(P.O. Box) The name of the resident agent Keith A. Lawrence	(City)	(IP Code)
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Order: FNJXF65FL Address: 4891 Oak Hill Dr.____

Order Date: 02-27-2024 Document not for resale HomeWiseDocs Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

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Keith A. Lawrence
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PAID RECORDED - CAELAND COUNTY
6. WILLIAM CADDELL
CLERK/REGISTER OF DEEDS

AMENDMENT NO. 4 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 841 HARBOR COVE-WATERFORD CONDOMINIUM

This fourth Amendment to Master Deed is made and executed this 22nd day of October, 1998 by L.a.L. Construction Company, a Michigan Corporation, (Developer), whose address is 2274 West Maple Ave., Flint, Michigan 48507 and whose phone No. is 810-232-2550.

The purposes of and reasons for making this Fourth Amendment to Master Deed is hereby set forth as follows:

Developer made and recorded a Condominium Master Deed establishing arbor Cove Condominium as Oakland County Condominium Plan 841, situated in terford Township, which Master Deed was recorded in Liber 14244, Pages 828 through 888, Oakland County Records.

Developer made the First Amendment to Harbor Cove Condominium Master Deed for purposes of changing the name of the Condominium Project to Harbor Cove - Waterford Condominium and recorded said First Amendment in Liber 14284, Page 517, Oakland County Records.

In Article VIII of the original Master Deed, the Developer established Harbor Cove - Waterford Condominium to be an expandable condominium.

Developer made the Second Amendment to Harbor Cove - Waterford Condominium Master Deed for the purpose of expanding the condominium by adding three (3) additional buildings, Buildings 3, 4, and 5. Building #3 to include Units 19 through 26, Building #4 to include Units 27 through 34 and Building #5 to include Units 35 through 38, and the land around the buildings. Such expansion shall be known as Phase II of the Condominium Project. Developer recorded said Second Amendment in Liber 16996, Page 522, Oakland County Records.

Additionally in the Second Amendment, Developer wished to clearly delineate Phases I and II of the Condominium Project and to identify design changes in Units 1, 2, 7 and 8, in Phase I, by making certain changes to

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Exhibit B of the original Master Deed. Developer recorded said Second Amendment in Liber 16996, Page 522, Oakland County Records.

Developer made the Third Amendment to Harbor Cove-Waterford Condominium for the purpose of amending Phase II to include only building #3 and #4. Building #3 remains the same. Building #4 will be expanded to a 10 unit building and include Units 27 through 36. Building #5, will be eliminated from Phase II.

Developer now wishes to expand the Condominium to its entirety by adding two (2) additional buildings, Buildings #5 and #6. Building #5 to include units 37 through 45, Building #6 to include units 46 through 54, and the land around the buildings. Such expansion shall be known as Phase III of the Condominium Project.

NOW, THEREFORE, Developer hereby amends Harbor Cove - Waterford Condominium as follows:

1) Legal Description. The legal description in Article II entitled "Legal Description" and as contained in Exhibit D to the original Master Deed and designated as "Must Be Built" is hereby amended in its entirety to reflect the new legal description of the portion of the Condominium which "Must Be Built": (This legal description encompasses the total land on the 54 unit Condominium Project and includes Phases I, II, and III.)

Part of the Southwest 1/4 of Section 3 and part of the Southeast 1/4 of Section 4, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan. Described as beginning at a point distant S46°-01'-50"W, 816.60 Feet, S42°-25'-40"E, 50.00 Feet, N46°-01'-50"E, 800.00 Feet, and S42°-25'-40"E, 464.47 Feet from the most Easterly Corner of "Eagle Lake Heights", and running thence, N52°-03'-58"E, 102.53 Feet; Thence N58°-35'-03"E, 126.99 Feet; Thence N65°-16'-40"E, 187.71 Feet; Thence S51°-39'-19"E, 274.30 Feet; Thence N66°-30'-33"E, 80.52 Feet; Thence S01°-41'-00"W, 300.00 Feet; Thence N89°-19'-00"W, 108.94 Feet; Thence S47°--39'-20"W, 237.49 Feet; Thence N42°-25'-40"W, 526.86 Feet to the point of beginning. (Sidwell Nos. 13-03-301-046 and 13-03-301-000 EN-)

Being part of Oakland County Condominium Plan No. 841. Containing 221,008.73 Equare Feet or 5.08 Acres more or less.

- 2) Percentage of Value. Article VI(B) sets forth the percentage of value assigned to each unit in the Condominium. To reflect the addition of new units, Article VI(B) is hereby amended as follows to reflect the new percentage value for each unit in the Condominium Project:
- (B) The percentage of value assigned to each unit is set forth in this ARTICLE and shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses or the administration (except as provided in ARTICLE IV C above) and the value of such co-owner's vote at meetings of the Association and the undivided interest of the co-owner in the common elements.

The total percentage value of the Condominium is One Hundred (100%) percent. Individual unit percentage of value shall be as follows:

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TOTAL OF CHOOF

Schedule of Percentage Value

	Unit N						-	Percent	
	According		Plan		4)			For Each	Unit
	Building	#1							
	Unit 1					54		0.01852	
	Unit 2							0.01852	
	Unit 3							0.01852	
	Unit 4							0.01852	
	Unit 5							0.01852	
	Unit 6							0.01852	
	Unit 7							0.01852	
	Unit 8							0.01852	
**									
	Building	#2						0 01050	
	Unit 9							0.01852	
	Unit 10							0.01852	
	Unit 11							0.01852	
	Unit 12							0.01852	
	Unit 13							0.01852	
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	Unit 19							0.01852	
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	Unit 25							0.01852	
	Unit 26		12					0.01852	
	UILL 26							0.01032	
	Building	#4							
	Unit 27							0.01852	
	Unit 28							0.01852	
	Unit 29							0.01852	
	Unit 30							0.01852	
	Unit 31							0.01852	
	Unit 32							0.01852	25
	Unit 33							0.01852	
	Unit 34							0.01852	
	Unit 35							0.01852	
	Unit 36	-						0.01852	
	Building	#5							
	Unit 37							0.01852	
	Unit 38							0.01852	
	Unit 39							0.01852	
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Unit 40 Unit 41 Unit 42 Unit 43 Unit 44 Unit 45	0.01852 0.01852 0.01852 0.01852 0.01852 0.01852
Building #6 Unit 46 Unit 47 Unit 48 Unit 49 Unit 50 Unit 51 Unit 52 Unit 53 Unit 54	0.01852 0.01852 0.01852 0.01852 0.01852 0.01852 0.01852 0.01852 0.01852
TOTAL:	100%

The method used by the Developer to determine the foregoing percentages was to determine that the allocable expenses of maintenance for each unit should be approximately equal after adjustment. The formula used by the Developer was, with minor adjustments, to divide the total percentage value of the Condominium by the number of units developed through the Third Amendment.

- 3) There is no expandable area. Phase III completes the 54 Unit Condominium Project to entirety.
- 4) Amendment of Condominium Plan. Sheet numbers 1 through 21 of Oakland County Condominium Plan number 841, attached as Exhibit "B" to the original Master Deed, are hereby replaced in their entirety with the attached exhibit "B" sheets 1 through 30. Attached hereto and incorporated herein by reference are the new and revised sheets 1 through 30, of the Oakland County Condominium Plan Number 841.

With the exception of the specific amendments made herein, the above described Master Deed for Harbor Cove-Waterford Condominium remains unchanged in all other respects.

IN WITNESS WHEREOF, I have signed this Fourth Amendment to Master Deed of Harbor Cove-Waterford Condominium as of this 22nd day of October, 1998.

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Michael Kennedy

L.a.L. Construction Company

BY:

Lawrence, President

STATE OF MICHIGAN)

)SS

COUNTY OF GENESEE)

Subscribed and sworn to before me this 22 nd day of October, 1998, by Keith A. Lawrence, President of L.a.L. Construction Company

L.S. Austin-Elliott Notary Public

Genesee County, Michigan

My Commission Expires: April 30, 2002

LS. AUSTIN-ELLIOTT

Workey Public, Genesee County. Mi My Commission Expires Apr. 30, 2002

Drafted By:

When recorded return to:

CLINE, CLINE & GRIFFIN, P.C. Timothy H. Knecht (P30377) 1000 Mott Foundation Building Flint, MI 48502 (810) 232-3141

L.a.L. Construction Company 2274 West Maple Ave. Flint, MI 48507 (810) 232-2550

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LIBER 19167 PG 354

PROOF OF NOTIFICATION OF PROPOSED AMENDMENT TO MASTER DEED OF HARBOR COVE-WATERFORD CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 841

The undersigned, Laura S. Austin-Elliott, Secretary/Treasurer of L.a.L. Construction Company, 2274 W. Maple Avenue, Flint, MI 48507, Developer, hereby states that in accordance with Section 90(5) of the Michigan Condominium Act, as amended, all co-owners and mortgagees of record have been duly notified of the Fourht Amendment to the Master Deed by which the Harbor Cove-Waterford Condominium Master Deed will be amended for the purpose of expanding the condominium project.

The undersigned further states that the attached is a true and complete list of the co-owners and mortgagees of Harbor Cove-Waterford Condominiums as of this 22nd day of October, 1998.

Laura S. Austin-Elliott

Secretary/Treasurer for L.a.L. Construction

Company, Developer

WITNESSES:

Garth R. Munt

Mithael Kennedy

STATE OF MICHIGAN)

)SS

COUNTY OF GENESEE)

Subscribed and sworn to before me this 22 nd day of October, 1998

L. S. Austin-Elliott Notary

Genesee County, Michigan

My Commission Expires: 04/30/02

LS. AUSTIN-ELLIOTT

Motory Public, Genesee County, MI My Commission Expires Apr. 30, 2002

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CC&Rs - Master Deed HARBOR COVE CONDOMINIUM ASSOCIATION

Order: FNJXF65FL

Address: 4891 Oak Hill Dr Order Date: 02-27-2024 Document not for resale

\$ 63.00 MISCELLAMEDUS RECORDING

SECOND AMENDMENT TO MASTER DEED OF 2.00 REMONUMENTATION HARBOR COVE-WATERFORD CONDOMINIUM9 FEB 97 10:35 A.M. RECEIPT# 48 REPLAT NUMBER 2 OF OAKLAND COUNTY CONDOMINIUM RECORDED - DAKLAND COUNTY SUBDIVISION PLAN NUMBER 841 LYNN D. ALLEN, CLERK/REGISTER OF DEECS

This Second Amendment to Master Deed and Replat Number 2 is made and executed this day of Valember by L.A.L. Construction Company, a Michigan Corporation, (Developer), whose address is 2274 West Maple Ave., Flint, Michigan 48507 and whose phone No. is 810-232-2550.

The purposes of and reasons for making this Second Amendment to Master Deed and Replat Number 2, are hereby set forth as follows:

Developer made and recorded a Condominium Master establishing Harbor Cove Condominium as Oakland County Condominium Subdivision Plan 841, situated in Waterford Township, which Master Deed was recorded in Liber 14244, Pages 828 through 888, Oakland County Records.

Developer made the First Amendment to Harbor Cove Condominium Master Deed for purposes of changing the name of the Condominium Project to Harbor Cove - Waterford Condominium and recorded said First Amendment in Liber 14284, Page 517, Oakland County Records.

In Article VIII of the original Master Deed, the Developer established Harbor Cove - Waterford Condominium to be an expandable condominium.

Developer now wishes to expand the condominium by adding three (3) additional buildings, Building #3 to include Units 19 through 26, Building #4 to include Units 27 through 34 and Building #5 to include Units 35 through 38, and the land around the buildings. Such expansion shall be known as Phase II of the Condominium Project.

Additionally, Developer wishes to clearly delineate Phases I and II of the Condominium Project and to identify design changes in Units 1, 2, 7 and 8, in Phase I, by making certain changes to Exhibit B of the original Master Deed.

THEREFORE, Developer hereby amends and replats Harbor Cove - Waterford Condominium as follows:

Legal Description. The legal description in Article II entitled "Legal Description" and as contained in Exhibit D to the original Master Deed and designated as "Must Be Built" is hereby

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C. HUGH DOHANY *4.* ∞ 13 27 96 C. HUGH DOHANY, County Treasurer 132 27 96 Sec. 135, Act 208, 1993 as amended

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distu of this instrument, as appears by the records in the office

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amended in its entirety to reflect the new legal description of the portion of the Condominium which "Must Be Built":

Phase I and Phase II Description: Part of the SW 1/4 of Section 3, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan. Described as beginning at a point distant S46°-01'-50"W, 816.60' Feet, S42°-25'-40"E, 50.00 Feet. N46°-01'-50"E, 800.00' Feet, and S42°-25'40"E, 587.25' Feet from the most Easterly corner of the Recorded Plat of "Eagle Lake Heights", and running thence N57°-24'-49"E, 327.50 Feet; Thence N38°-00'-00"E, 40.00' Feet; Thence N27°-00'00"W, 92.13" Feet; Thence N65°16'40"E, 20.00' Feet; Thence S51°-39'19"E, 274.30' Feet; Thence N 66°-30'33"E, 80.52' Feet; Thence S01°-41'00"W, 300.00' Feet; Thence N 89°-19'00"W, 108.94' Feet; Thence S47°-39'-20"W, 237.49' Feet; Thence N42°-25'-40"W, 404.08' Feet to the point of beginning. pt 13-03-301-007

Being part of Oakland County Condominium Subdivision Plan No. 841. Containing 174,545.77 Square Feet or 4.007 Acres more of less.

- 2) Percentage of Value. Article VI(B) sets forth the percentage of value assigned to each unit in the Condominium. To reflect the addition of new units, Article VI(B) is hereby amended as follows to reflect the new percentage value for each unit in the Condominium Project:
- (B) The percentage of value assigned to each unit is set forth in this ARTICLE and shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses or the administration (except as provided in ARTICLE IV C above) and the value of such co-owner's vote at meetings of the Association and the undivided interest of the co-owner in the common elements.

The total percentage value of the Condominium is One Hundred (100%) percent. Individual unit percentage of value shall be as follows:

Schedule of Percentage Value

Unit Numbers According to Plan	Percentage For Each Unit
Building #1 Unit 1 Unit 2 Unit 3 Unit 4 Unit 5 Unit 6	0.02632 0.02632 0.02632 0.02632 0.02632 0.02632
Unit 7 Unit 8	0.02632 0.02632

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Building #2 Unit 9 Unit 10 Unit 11 Unit 12 Unit 13 Unit 14 Unit 15 Unit 16 Unit 17 Unit 18	0.02632 0.02632 0.02632 0.02632 0.02632 0.02632 0.02632 0.02632 0.02632
Unit 18 Building #3 Unit 19 Unit 20 Unit 21 Unit 22 Unit 23 Unit 24 Unit 25 Unit 26	0.02632 0.02632 0.02632 0.02632 0.02632 0.02632 0.02632 0.02632
Building #4 Unit 27 Unit 28 Unit 29 Unit 30 Unit 31 Unit 32 Unit 33 Unit 34	0.02632 0.02632 0.02632 0.02632 0.02632 0.02632 0.02632
Unit 34 Building #5 Unit 35 Unit 36 Unit 37 Unit 38 TOTAL:	0.02632 0.02632 0.02632 0.02632
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The method used by the Developer to determine the foregoing percentages was to determine that the allocable expenses of maintenance for each unit should be approximately equal after adjustment. The formula used by the Developer was, with minor adjustments, to divide the total percentage value of the Condominium by the number of units developed through the Second Amendment.

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- 3) Expandable Area. Paragraph D of Article VIII is hereby amended to reflect the following new legal descriptions of the expandable area of the condominium project and hereby reads as follows:
  - A. The land upon which the Condominium may be expanded and upon which additional units, if any, may be constructed, is legally described as follows:

Part of the Southwest 1/4 of Section 3 and part of the Southeast 1/4 of Section 4, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan. Described as beginning at a point distant \$46-01'-50"W, 816.60' Feet, \$42-25'-40"E, 50.00' Feet, \$46-01'-50"E, 800.00' Feet, and \$42-25'-40"E, 464.47' Feet from the most Easterly Corner of "Eagle Lake Heights", and running thence, \$82-03'-58"E, 102.53' Feet; Thence \$835'-03"E, 126.99' Feet; Thence \$85-16'-40"E, 187.71' Feet; Thence \$251-39'-19"E, 274.30' Feet; Thence \$86-30'-33"E, 80.52" Feet; Thence \$801-41'-00"W, 300.00' Feet; Thence \$89-19'-00"W, 108.94' Feet; Thence \$47--39'-20"W, 237.49' Feet; Thence \$842-25'-40"W, 625.86' Feet to the point of beginning.

Being part of Oakland County Condominium Subdivision Plan No. 841. Containing 221,008.73 Square Feet or 5.08 Acres more or less.

Minus the following parcel:

Part of the SW 1/4 of Section 3, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan. Described as beginning at a point distant S46°-01'-50"W, 816.60' Feet, S42°-25'-40"E, 50.00 Feet. N46°-01'-50"E, 800.00' Feet, and S42°-25'40"E, 587.25' Feet from the most Easterly corner of the Recorded Plat of "Eagle Lake Heights", and running thence N57°-24'-49"E, 327.50 Feet; Thence N38°-00'-00"E, 40.00' Feet; Thence N27°-00'00"W, 92.13" Feet; Thence N65°16'40"E, 20.00' Feet; Thence S51°-39'19"E, 274.30' Feet; Thence N 66°-30'33"E, 80.52' Feet; Thence S01°-41'00"W, 300.00' Feet; Thence N89°-19'00"W, 108.94' Feet; Thence S47°-39'-20"W, 237.49' Feet; Thence N42°-25'-40"W, 404.08' Feet to the point of beginning.

Being part of Oakland County Condominium Subdivision Plan No. 841. Containing 174,545.77 Square Feet or 4.007 Acres more of less.

Hereinafter referred to as "additional land" all of which is presently owned by the Developer.

4) Replat of Condominium Subdivision Plan. Sheet numbers 1 through 21 of Oakland County Condominium Subdivision Plan number 841, attached as Exhibit "B" to the original Master Deed, are hereby replaced in their entirety with the attached exhibit "B" sheets 1 through 24. Attached hereto and incorporated herein by reference are the new and revised sheets 1 through 24 of Replat Number 2, Oakland County Condominium Subdivision number 841.

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With the exception of the specific amendments made herein, the above described Master Deed for Harbor Cove-Waterford Condominium remains unchanged in all other respects.

Ullimber , 1996, by Keith A. Lawrence, President of L.A.L.

Solares a Baranah "
Notary Public

Genesee County, Michigan My Commission Expires:

DOLORES A. BARANSKI
Notary Public, Respond County, Michigan
Acting in Oukland County
My Commission Expires June 3, 1999

Drafted By:

Construction Co.

When recorded return to:

CLINE, CLINE & GRIFFIN, P.C. Timothy H. Knecht (P30377) 1000 Mott Foundation Building Flint, MI 48502 (810) 232-3141 L.A.L. Construction Co. 2274 West Maple Ave. Flint, MI 48507 (810) 232-2550

#### OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 841

#### EXHIBIT B TO THE SECOND AMMENDMENT TO MASTER DEED OF HARBOR COVE-WATERFORD CONDOMINIUM

## HARBOR COVE - WATERFORD CONDOMINIUM

#### WATERFORD TOWNSHIP, MICHIGAN

SURVEYOR:

DEKEYSER SURVEYING 8038 NORTHRUP ST. WATERFORD, MICHIGAN 46528 PHONE NO. 313-623-1518

ARCHITECT:

THA 817 E. KEARSLEY ST. FLINT, MICHIGAN 48503 PHONE NO. 810-767-5600 DEVELOPER:

LAL. CONSTRUCTION COMPANY 2274 WEST MAPLE AVE. FLINT, MICHIGAN 4850T PHONE NO. 810-232-2550

#### SHEET INDEX

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TITLE SHEET
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SITE - SURVEY FLAN (PHASE II)
SITE - SURVEY FLAN (PHASE III)
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#### CONDOMINIUM LEGAL DESCRIPTION (HARBOR COVE)

CONDITIONAL LEGAL DESCRIPTION (AND ADDRESS COVER )

ANT OF THE SPILA OF SECTION 3. TONN 3. NORTH, RANGE & EAST, MESTIGNED TOWNSHIP, OAKLAND CLANTT, MICHIGAN, DESCREIDED AS BEGINNING AT A POINT DISTANT SEA-CH-SO SPIN BLOOD FEET, AND SEAT -234-ADD. SOLIZE AT THE SPIN THE MOST SANDERS CONNER OF SALT-234-ADD. SOLIZE AT THE MOST THAN THE SALT OF THE SALT ADDRESS CONNER OF SALT-234-ADDRESS CONNER OF SALT-234-ADDRESS CONNER OF SALT-234-ADDRESS CONNER OF SALT-234-ADDRESS CONNER OF SALT-344-ADDRESS CONNER OF SA

#### LEGAL DESCRIPTION OF EXPANDABLE AREA

PART OF THE SHI WAY OF SECTION 3, TON'S NORTH, RANGE & BAST, MATERIANS TO OTHERS, DAMLAND COUNTY, MCMGAM, DESCRIBED AS BESINNING AT A POINT DISTANT 546*-OT-5071 516-607 FEET, AS 542*-23-407. SOLOD FEET, MG*-OT-5071 516-607 FEET, AS 542*-23-407. SOLOD FEET, MG*-OT-5071 506-007 FEET, MG*-OT-5071 506-007 FEET, MG*-OT-5071 506-007 FEET, MG*-OT-5071 FEET, M

